

## SETTLEMENT AGREEMENT AND RELEASE

**THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS** ("Agreement") is entered into between Beth A. Rocha ("Rocha" or "Plaintiff") and the City of Seattle, Seattle City Light, and all of its agents, employees, and representatives ("the City" or "City Light" or "Defendant") (jointly referred to as "the Parties").

### RECITALS

A. Beth Rocha was employed by the City of Seattle in various roles from July 1, 2008 until January 24, 2018, including temporary employment and periods of layoff. She was employed as an Assistant Energy Management Analyst at Seattle City Light from October 26, 2011 until she resigned effective January 24, 2018.

B. Rocha filed a Complaint against the City, now pending in King County Superior Court, Case No. 18-2-18961-6 SEA, which alleged gender discrimination, primarily sexual harassment and hostile work environment;

C. The Parties desire to enter into this Settlement Agreement in order to provide payment in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below;

D. As a consequence of this Agreement, Rocha agrees that she will move to dismiss her Complaint with prejudice. Hereafter, the term "Complaint" shall refer to the Complaint filed in the lawsuit captioned *Rocha v. City of Seattle*, King County Superior Court, Case No. 18-2-18961-6 SEA.

### AGREEMENT

The Parties agree as follows:

#### 1.0 Release and Discharge

1.1. In consideration of the payment and other terms set forth in Section 2, Plaintiff hereby completely releases and forever discharges Defendant from any demands, obligations, actions, causes of action, rights, damages, costs (including payment of attorney fees), losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or statutory theory of recovery, which Plaintiff now has, and/or which are the subject of the Complaint including, but not limited to, rights pursuant to the Seattle City Charter, the City's civil service rules and regulations, express or implied contractual, statutory or tort claims; claims of wrongful and/or constructive discharge, and claims of discrimination, specifically including violations of the Employee Retirement Income Security Act of 1974, the Washington Laws Against Discrimination, RCW Chapter 42.41, SMC 4.20.810-860 and any other federal, state or local civil or human rights law.

**1.2** This release and discharge shall also apply to Defendant's past, present and future officers, attorneys, agents, servants, employees and assigns.

**1.3** This release, on the part of Plaintiff, shall be a fully binding and complete settlement among the Plaintiff and the Defendant. As a consequence of this Agreement, Plaintiff commits to seeking a dismissal, with prejudice, of her Complaint.

**1.4** Plaintiff expressly agrees that she will not institute, or cause to be instituted, any action, lawsuit, or proceeding against the City, and/or its past, present and future officers, attorneys, agents, servants, employees and assigns, which relates to, or arises out of, any claim, right, or cause of action of any kind, known or unknown, arising out of or related to Plaintiff's employment with and resignation from the City, and will pay the City's costs and attorney's fees in the event that such an action is brought. Nothing in this provision shall prohibit either Party from taking such steps as necessary to enforce the terms and conditions of this Agreement, including bringing a lawsuit in King County Superior Court.

**1.4.1.** Although Plaintiff may bring charges before the EEOC and/or cooperate with an EEOC investigation, Plaintiff expressly waives the right to recover any monetary damages, costs or other relief personal to her arising out of any EEOC charges.

**1.5** Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which she does not know or suspect to exist, and which, if known, would materially affect her decision to enter into this Agreement. Plaintiff further agrees that she has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than she believes. It is understood and agreed to by the Parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of Defendant, by whom liability is expressly denied.

**1.6** Plaintiff agrees that as consideration for payment of the \$450,000 discussed in Section 2, below, Plaintiff will dismiss with prejudice all legal claims she may have against Defendant arising out of *Rocha v. City of Seattle*, King County Superior Court, Case No. 18-2-18961-6 SEA.

## **2.0 Payments and Other Agreements by Defendant, The City of Seattle.**

In consideration for the releases set forth above, and other agreements by Rocha in this Agreement, the City agrees to the following:

**2.1** Defendant, the City of Seattle, shall pay to the Law Offices of Susan B. Mindenbergs in trust for Beth Rocha the sum total of Four Hundred and Fifty Thousand Dollars (\$450,000), as a settlement of all claims as set forth above, inclusive of any expenses, costs and/or attorney fees, except for the mediation costs outlined in Section 2.2 below. The City shall report this non-wage payment to the Internal Revenue Service using a 1099 form naming Law Offices of Susan B. Mindenbergs as the recipient of the payment. This amount shall be due and payable

within fifteen (15) business days after receipt of an Order of Dismissal With Prejudice in *Rocha v. City of Seattle*, King County Superior Court, Case No. 18-2-18961-6 SEA, PROVIDED THAT Law Offices of Susan B. Mindenbergs has provided the City with a completed W-9 tax form.

**2.2** The City agrees to pay the mediator's costs incurred by Rocha in this matter. Such payment shall be made to WAMS, upon receipt of an invoice from WAMS.

**2.3** City Light agrees to remove from its Powerlines Blog the article entitled "Seattle City Light Releases Independent Investigator's Report on Harassment Claims."

### **3.0 Rocha Acknowledgement**

Rocha acknowledges that the City is settling this lawsuit without admitting liability for the claims she brought in her lawsuit.

### **4.0 Attorney's Fees**

**4.1** Each party hereto shall bear its own attorney's fees and costs arising from this Complaint.

**4.2** In the event a suit is brought to enforce any provision of this Agreement, the prevailing party shall be awarded all costs incurred in prosecuting or defending the action, including attorney and paralegal fees. In the event the City of Seattle is the prevailing party, the hourly rate to be paid to the City for the work of attorneys and paralegals in the City Attorney's Office shall be the hourly rate charged by persons in downtown Seattle law firms having similar experience.

### **5.0 Representation of Comprehension of Document**

In entering into this Agreement, Plaintiff represents that she has relied upon the advice of an attorney, who is the attorney of Plaintiff's choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to Plaintiff by her attorney; and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff.

### **6.0 Warranty of Capacity to Execute Agreement**

Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

### **7.0 Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

## **8.0 Additional Documents**

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

## **9.0 Taxability of Settlement**

The City of Seattle takes no position as to any taxes which may be due and has advised Plaintiff that she may be responsible for making estimated tax payments on this settlement. The City has advised Plaintiff that it will report the settlement in its entirety to the Internal Revenue Service by issuance of either a 1099 or W-2 form. Plaintiff and/or Plaintiff's attorney must submit a W-9 form if receiving any non-wage income as a part of this settlement. Plaintiff agrees that she is solely responsible for any tax payments which may be owed as the result of the Agreement. Plaintiff shall be solely responsible for the tax consequences of the Agreement should it be characterized as wages, including, but not limited to, indemnifying the City of Seattle for any tax liabilities or penalties assessed or incurred.

## **10.0 Entire Agreement and Successors In Interest**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, and successors and assigns of each.

## **11.0 Confidentiality**

The Parties agree that neither they nor their attorneys shall reveal to anyone, other than as may be lawfully required, any of the terms of this settlement except to disclose that the case has settled and, if requested, to provide the statement attached as **Exhibit A** to this agreement. Plaintiff may confer with her attorney, tax advisers, counselors, physicians, and immediate family. In response to further questions about the disposition of the case, the parties may state that "the Parties have resolved the matter and agreed not to discuss it beyond the statement provided to you" without any additional commentary or signal indicating the value of the settlement.

## **12.0 Severability**

It is further understood and agreed that if any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable. Notwithstanding the foregoing, if the release contained in paragraph 1.0 above is declared unenforceable or invalid, the City shall have the option of rescinding this Agreement. If such a rescission occurs, Plaintiff shall re-pay to Defendant all sums paid to Plaintiff pursuant to this Agreement.



### 13.0 Counterparts


This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence against any Party who has signed it, all of which together shall constitute one and the same agreement. Signatures delivered by facsimile shall be deemed original signatures. All original signatures shall be delivered to and/or retained by the Seattle City Attorney's Office.

### 14.0 Effective Date of this Agreement

This Agreement becomes effective at the time Plaintiff signs it.

**THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN EMPLOYMENT CLAIMS. PLAINTIFF ACKNOWLEDGES THAT SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL ASPECTS OF THIS SETTLEMENT AGREEMENT, AND THAT PLAINTIFF HAS NOT RELIED UPON ANY REPRESENTATIONS OR STATEMENT NOT SET FORTH HEREIN OR MADE BY THE CITY OF SEATTLE OR ITS REPRESENTATIVES.**

DATED this 22nd day of July, 2019.


  
\_\_\_\_\_  
Beth Rocha

Date Signed: 7.22.2019

CITY OF SEATTLE / SEATTLE CITY  
LIGHT

By:   
\_\_\_\_\_  
Debra Smith  
General Manager & CEO, Seattle City Light

Date Signed: 7/23/19

By:   
\_\_\_\_\_  
DaVonna Johnson  
People and Culture Officer  
Seattle City Light

Date Signed: 7.22.19

## **EXHIBIT A**

### **JOINT STATEMENT BY ROCHA AND CITY LIGHT**

Beth Rocha and the City of Seattle have decided it is in their mutual interest to settle the sexual harassment lawsuit brought by Ms. Rocha regarding her employment at Seattle City Light. The City has settled this case without admitting liability. The City recognizes Ms. Rocha's courage in speaking up about her experiences and commends her for the significant contributions that she has made to the Seattle Silence Breakers. The Silence Breakers were instrumental in the City's recent efforts to support employees who are experiencing issues in the workplace, including the recent formation of the Office of the Employee Ombud ("OEO"). The OEO is an independent office that assists City employees to navigate City processes related to harassment and discrimination, as well as providing recommendations to the Mayor and City Council regarding creating and sustaining an inclusive and equitable workplace. The City is committed to continuing to work with the Silence Breakers on these important issues. Ms. Rocha is proud of her work to bring about these constructive changes and this settlement brings her closure.